

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 04-312**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

**DESIGN SERVICES FOR
BASIN STUDY, PRELIMINARY DESIGN AND FINAL DESIGN
OF
OAK CREEK BASIN AND TRUNK LINES
FOR THE
LINCOLN WASTEWATER SYSTEM**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, December 8, 2004 in the office of the Purchasing Agent, Room Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska, 68508. Proposals will be publicly opened, reading only the names of those submitting proposals at the 'K' Street Complex.

A copy of the request for proposal may be obtained from the Purchasing Division Web Site at:
<http://www.lincoln.ne.gov> keyword: bid

All communications relative to this work prior to the opening of the proposals shall be directed in only in writing to the Project Selection Committee Chair, Brian Kramer, Superintendent of Collection, fax: 402-441-8735 or email bakramer@lincoln.ne.gov and cc: Mary Matson, Purchasing Department, fax: 402-441-6513 or email at mmatson@lincoln.ne.gov

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

REQUEST FOR PROPOSALS
SPECIFICATION NO. 04-312

**DESIGN SERVICES FOR
PRELIMINARY AND FINAL DESIGN
OF
OAK CREEK BASIN AND TRUNK LINES
FOR THE
LINCOLN WASTEWATER SYSTEM**

1.0 PURPOSE AND INTENT

- 1.1 In general, the City intends to retain a professional engineering firm to provide normal and customary basic engineering design services for study and analysis of the Oak Creek Drainage Basin and Oak Creek Trunk Sewer projects. Improvements as described hereinafter.

- 1.2 The general requirements and intent of the Oak Creek Basin study are to:
 - 1.2.1 Perform Hydraulic analysis of existing drainage basin.
 - 1.2.2 Survey spot elevations of existing trunk from Theresa Street Plant to Airport West and develop a profile.
 - 1.2.3 Identify existing and future capacity.
 - 1.2.4 Identify and recommend future needed improvements with timing schedules and estimates.
 - 1.2.5 Determine if lift station C-1 at NW44th and Cummings can be abandoned.
 - 1.2.6 Develop phasing plan for basin improvements.
 - 1.2.7 Summarize findings in a bound report.

- 1.3 The general requirements and intent of the Oak Creek Trunk Sewer design are to:
 - 1.3.1 Perform preliminary routing/corridor study, preliminary and final design engineering as described in this RFP for the following:
 - 1.3.1.1 New Trunk line (Oak Creek South Trunk) in the vicinity of NW44th, West Mathis to Superior.
 - 1.3.1.2 Review and evaluate the preliminary routing, corridors, sizing, alternatives and conclusions of the previous preliminary design as described and provided in the Wastewater Facilities Plan Update dated April, 2003.
 - 1.3.1.3 Perform preliminary routing alternatives, tentative ROW description, profile for the proposed trunk sewer and recommend preferred alternative route of trunk sewer to serve the area.
 - 1.3.1.4 Perform final design and produce a set of biddable plans and specifications to include: written permanent and temporary easement descriptions for use by City Real Estate; final sizing, profiles and grades; construction scheduling; and, opinions of probable construction cost; and, bidding assistance services.

- 1.3.2 Perform preliminary and final design engineering as described in this RFP for the following:
 - 1.3.2.1 Existing Oak Creek Trunk Improvements
 - 1.3.2.2 Improvement to existing trunk line from south airport runway to West Mathis and 41st.
 - 1.3.2.3 Improvements to trunk at NW 31st and North Park Rd.
 - 1.3.2.4 Improvements to trunk at (West Fletcher and NW27th) to (Hwy 34 and NW27th).
 - 1.3.2.5 Perform final design and produce a set of biddable plans and specifications to include: written permanent and temporary easement descriptions for use by City Real Estate; final sizing, profiles and grades; construction scheduling; and, opinions of probable construction cost; and, bidding assistance services.
- 1.3.3 Perform routing/corridor study and preliminary design engineering as described in this RFP for the following:
 - 1.3.3.1 New Trunk line (Oak Creek North Trunk) in the vicinity of NW44th, Superior to North of HWY 34.
 - 1.3.3.2 Review and evaluate the preliminary routing, corridors, sizing, alternatives and conclusions of the previous preliminary design as described and provided in the Wastewater Facilities Plan Update dated April, 2003.
 - 1.3.3.3 Perform preliminary routing alternatives, tentative ROW description, profile for the proposed trunk sewer and recommend preferred alternative route of trunk sewer to serve the area.
- 1.4 Participate and organize two (2) public informational meeting about this project, working in conjunction with the City project team.
- 1.5 The anticipated contract or contracts for services would be as follows.
 - 1.5.1 Oak Creek Basin Study
 - 1.5.2 Final design service for Oak Creek South Trunk.
 - 1.5.3 Final design services for the Oak Creek Trunk Improvements.
 - 1.5.4 Preliminary design routing and preliminary design services for Oak Creek North Trunk.

2.0 GENERAL AND BACKGROUND

- 2.1 The need for the Oak Creek Trunk Sewer and improvements were identified in the Lincoln Wastewater System's Facilities Plan Update and City's Comprehensive Plan Updates that were recently completed in 2003.
- 2.2 In general, the Facilities Plan Update outlined treatment and transportation improvements needed for the 10, 25 and 50 year planning periods.
- 2.3 Figures 8.1, 8.2, and 9.1 in the Wastewater Facilities Plan Update show the general routing of the above noted projects.

3.0 AVAILABLE INFORMATION

- 3.1 Previous reports, studies, records, and other pertinent informational documents relating to these Projects are available for review.
- 3.2 The information is available for review at the offices of the Lincoln Wastewater System, 2400 Theresa Street, Lincoln, Nebraska.
- 3.3 Copies may be furnished for the cost of reproduction, handling, and mailing unless otherwise noted below.
- 3.4 Contact the Project Selection Committee Chair to review or obtain copies.
- 3.5 The following is a selected list of the most applicable documents.
 - 3.5.1 "Lincoln Wastewater System Facilities Plan Update", April 2003, Brown and Caldwell, Montgomery - Watson - Harza and the Lincoln Wastewater System, including supporting calculations. One copy of this report is available to each firm and can be provided in CD format upon request.
 - 3.5.2 City of Lincoln-Lancaster County "Comprehensive Plan", 2003, which is available on Lincoln's Web Site at: <http://interlinc.ci.lincoln.ne.us/city/plan/complan/2025/index.htm>
 - 3.5.3 Latest edition of "Capital Improvement Program, Currently approved for FY 2003-2009", for Department of Public Utilities, Wastewater Division, City of Lincoln, 2003, which is available on Lincoln's web site at :
<http://interlinc.ci.lincoln.ne.us/city/plan/capital/03-2009/index.htm>.
 - 3.5.4 Pertinent construction record documents, drawings, reports, etc., that may apply.

4.0 BASIN STUDY AND PRELIMINARY DESIGN SERVICES

- 4.1 Initially meet with City project team to review the scope of required services including, basin study, routing/corridor study and design criteria and expectations, obtain background information, and establish tentative schedule for completion.
- 4.2 Prepare a preliminary study/design memorandum which defines in detail the Consultant's and City's mutually agreed understanding of project scope, objectives and schedules including budgetary information.
 - 4.2.1 Meet with City project team and representatives to review the memorandum for each project.
- 4.3 Review related and pertinent project information including: previous studies, Wastewater Facilities Plan Update, previous preliminary designs and routing, project correspondence and other related information.
- 4.4 Coordinate and meet with City project team, affected property owners/representatives along the proposed route of the sewer to review the tentative scope of the project, constraints, routing, and special concerns regarding overall project and service in the Basin.
- 4.5 Perform necessary field investigations, review of existing and previous construction, and related data collection including: performing preliminary geo-technical and topographic surveys along general corridor of proposed route; developing profile for sewer, identifying potential surface and underground conflicts; and, determining any impacts to feasible and practical alternatives for construction of the Trunk Sewer System improvements.

- 4.6 Perform hydraulic calculations and evaluations to verify and determine sizes of proposed Trunk Sewers, develop resultant computerized hydraulic flow models, including flow and resultant profiles for proposed or recommended Trunk Sewer system improvements.
- 4.7 Perform preliminary designs and evaluations to determine the most cost effective, feasible alternatives for the preliminary proposed route shown in Figures 8.1, 8.2, and 9.1 in the Wastewater Facilities Plan and other suggested routes, including:
 - 4.7.1 Preparing preliminary alignment, profile sketches and drawings.
 - 4.7.2 Providing cost evaluations and total project estimates for the alternatives.
- 4.8 Prepare a final report with executive summary summarizing the preliminary design and routing findings, evaluation of alternatives, conclusions, alternative phasing and implementation plans, alignment and profile drawings, computerized hydraulic flow model calculations, etc. and recommendation for the most feasible alternative for further preliminary and final design of the trunk sewer.
- 4.9 Submit three (3) printed copies of draft report for review.
- 4.10 Submit five (5) printed copies of the final report for review and one computerized copy in word processing file format acceptable to the City.
- 4.11 Meet with City project team to review and present preliminary design studies report and recommended alternatives.

5.0 **FINAL DESIGN SERVICES**

- 5.1 Based on the City's current or selected route, prepare final design memorandum for construction of including: meeting with City project team; final design parameters and plan, time schedules for completing design work; and, revised opinions of total project cost for the construction.
- 5.2 Coordinate and meet with City project team and affected property owners/representatives to review proposed project and obtain pertinent information, data, etc., as necessary for completion of an acceptable final design memorandum.
- 5.3 Submit five (5) printed copies of final design memorandum and meet with City project team and other representatives to present and review memorandum.
- 5.4 Perform necessary detailed topographic surveys, geo - technical investigations, and evaluations along the route as required for final design.
- 5.5 Prepare and write permanent and temporary easement descriptions for routing to provide for use in acquiring necessary rights-of-ways and easements for contracting, including performing necessary field topographic surveys, legal investigations, and other studies as necessary for use by the City.
- 5.6 Perform hydraulic calculations and evaluations to verify and determine sizes of proposed Relief Trunk Sewers required to transport future estimated flows.
- 5.7 Prepare all applications for Federal, State, and local permits for construction, including highways, railroads, 404 permits, storm water permits, etc. where required and insure that all designs and data provided are sufficient for City to submit and to receive such permits or agreements.
- 5.8 Meet with City project team and other representatives at 10 %, 30%, 70%, and 90% design completion stages to review progress and status of design, including updated estimates of construction cost.
- 5.9 Coordinating field plan-in-hand review of final design with City project team and other representatives.
- 5.10 Prepare and submit detailed final design drawings, technical specifications, and contract documents for bidding and construction, including estimates of construction and total project costs.

- 5.11 Final design documents shall be prepared in computerized word processing and CAD file formats acceptable to the City.
- 5.12 Submit five (5) printed copies and one computerized filed copy of final design documents and meet with City project to present and review final design documents.
- 5.13 Assist City in obtaining bids for construction, including: reproducing construction documents and drawings, answering technical questions from prospective bidders, preparing necessary bid addenda, reviewing and evaluating bids received, and recommending award of contract for construction.

6.0 **OTHER SERVICES**

- 6.1 Other services, such as basic engineering and construction management services and detailed construction observation or inspection during the construction phase will be solely at the City's discretion.
- 6.2 Continuation of these services will be dependent upon the need and the design firms performance and willingness to negotiate a fair and reasonable contract for such additional work.
- 6.3 Firms should include estimated costs for possible future services (to be negotiated later) as part of the contract attachments.

7.0 **OWNER'S RESPONSIBILITIES**

- 7.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected agencies.
- 7.2 Provide pertinent historical, current, and projected flow and growth data for use by interested firms.
- 7.3 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 7.4 Supply pertinent existing drawings, records, and available information.
- 7.5 Coordinate work with other City agencies to incorporate designs into and update Wastewater Facilities Plan and Lincoln-Lancaster County Comprehensive Plan as required.
- 7.6 Coordinate with consultant to organize and conduct public meetings and to meet with representatives of affected property owners along the selected routes as required for completing the work.
- 7.7 Perform and conduct all necessary negotiations for acquisition of land, property, right-of-way and easements required for the Project.
- 7.8 Conduct related advertising, bidding, and award process for the construction contract(s).

8.0 **TENTATIVE PROJECT SCHEDULE**

Begin Basin Study and Trunk line Design	Feb	2005
Complete Basin Draft Study	May	2005
Complete Basin Final Study	July	2005
Complete all designs for trunk lines	Sept	2005

9.0 **PROPOSAL CONTENTS**

- 9.1 Describe and outline the **Firm's Approach** to performing the work required by this project.
 - 9.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.
- 9.2 Outline the **Proposed Project Schedule** to meet the project schedules previously outlined in the RFP.

- 9.2.1 Provisions for meaningful input from City project team during the routing and preliminary and final design phases of various portions of the project are essential and shall be addressed.
- 9.3 Delineate the **Project Team and Organization** for this project.
 - 9.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
 - 9.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
 - 9.2.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants. Include resumes for project team members, key individuals, and sub-consultants.
- 9.4 Describe the **Ability of the Firm to Meet the Intent of Required Services** Outlined in this RFP, including:
 - 9.4.1 Time availability of team members to meet the tentative project schedule.
 - 9.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
 - 9.4.3 Cost estimating and cost control procedures used by firm on similar projects.
 - 9.4.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
 - 9.4.5 A statement of general qualification and background experience of the firm and project team members, including sub-consultants in this type of project and work.
 - 9.4.5.1 A comparison to similar projects of similar size and capacity and cost.
 - 9.4.6 Listing of types of anticipated assistance that may be required from Owner.
 - 9.4.7 Submit four contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged with the past five (5) years to perform similar services as described herein.
 - 9.4.8 Proposals shall be on plain white paper, black ink, 24 single sided pages or 12 double-sided, stapled in the upper left corner. This does not include cover letter and resumes.

10.0 **EVALUATION CRITERIA**

- 10.1 Understanding of the requirements of this project.
- 10.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 10.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 10.4 Background experience of the firm and the project team as it directly relates to this project.
- 10.5 Record of past performance on similar projects.
- 10.6 Comments and opinions provided by references.
- 10.7 Quality and cost control procedures to be used on this project. Identify personnel responsible for these controls.
- 10.8 Resources of the firm to conduct and complete this project in a satisfactory manner. Factors to be considered include: current work load (including current work with the City); schedule for completion; and, ability and willingness to commit the key personnel to complete the projects by the scheduled dates outlined in this RFP.
- 10.9 Clarity, conciseness, and organization of proposal.
- 10.10 Proposals will be reviewed, evaluated and short listed/ranked (e.g.: 1,2,3) in accordance with the City's selection process and procedure. The short listed firms will then be required to make an oral presentation.
- 10.11 The oral presentation is to further expound on the Firm's qualifications and concepts.
- 10.12 The oral presentations will be ranked in accordance with the City's selection process and procedure.

10.13 The top ranked firm will be invited to scoping and contract negotiation meetings.

11.0 SUBMITTAL PROCEDURES

- 11.1 Submit six (6) copies (one (1) original and five (5) copies) of your proposal to Mr. Vince M. Mejer, CPPO, C.P.M., Purchasing Agent, City of Lincoln, K Street Complex, Suite 200, 440 South 8 Street, Lincoln, Nebraska, 68508, **no later than the date and time stated in the Request for Proposals.**
- 11.2 Mark the outside of the container with the Project number and name. Proposal must be submitted in a sealed envelope or container.

12.0 CONTACTS

- 12.1 Contact regarding the request for proposal shall be made only in writing, with the Project Selection Committee Chair, Mr. Brian Kramer, Superintendent of Collection, Lincoln Wastewater System at: fax: 402-441-8735 or email at bakramer@lincoln.ne.gov and cc: [Mary Matson, Assistant Purchasing Agent](mailto:Mary.Matson@lincoln.ne.gov), fax: 402-441-6513 or email at mmatson@lincoln.ne.gov
- 12.2 Any follow-up conversations with City project team will be directed by the Chair, if appropriate.
- 12.3 Any addenda to written questions or clarifications directed to the Chair will be sent out by the City's Purchasing Division and is available on the City of Lincoln's website at <http://www.lincoln.ne.gov> keyword: bid
- 12.4 Verbal responses and/or representations shall not be binding to the City.

13. ESTIMATED FEES

- 13.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 13.2 The firms selected for oral presentations will be notified and will be asked to prepare a fee schedule and submit in a sealed envelope at the time of interview.
- 13.4 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 13.5 If the City is unable to arrive at a mutual agreement with the top ranked firm, the City retains the sole right to move on to negotiations with the second (then third, etc.) ranked firm.

14. INSURANCE

- 14.1 Successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at <http://www.lincoln.ne.gov/city/finance/purch>
- 14.2 All certificates of insurance shall be filed with the City of Lincoln on the standard Accord Certificate Of Insurance form showing the specific limits of insurance coverage required in Sections A,B,C,D, and showing the City of Lincoln as named additional insured.
 - 14.2.1 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation, non-renewal or any material reduction of insurance coverage.
- 14.3 Successful firm shall use the standard City of Lincoln contract form and language found on the City Attorney's website at <http://www.lincoln.ne.gov/city/attorn/contract/contents.htm>.

15. RFP SELECTION SCHEDULE

- 15.1 Advertisement 11/24/04
- 15.2 Proposals due 12/8/04 as stated on cover page
- 15.3 Notification of interview to selected firms 12/10/04
- 15.4 Interviews for selected firms 12/17/04 8:00am - 12:00am
- 15.5 Scope and Fee negotiation 1/5/05 - 2 hours

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

13. AFFIRMATIVE ACTION

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

14. LIVING WAGE

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.